

**SELECTION OF ORGANIZER FOR WORLD EXPO 2020  
DUBAI, UNITED ARAB EMIRATES**

**REQUEST FOR PROPOSAL**

**RFP No.: 02-075/76-World Expo 2020 Dubai**

**Government of Nepal  
Ministry of Industry, Commerce and Supplies  
Trade and Export Promotion Centre  
Pulchowk, Lalitpur, Nepal**

**Issued on: 29 July 2018**

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# REQUEST FOR PROPOSAL

Government of Nepal (GoN)  
Ministry of Industry, Commerce & Supplies  
Trade and Export Promotion Centre  
Contract Identification No: 02-075/76-World Expo 2020 Dubai  
Date of publication: 29 July 2018

1. The Government of Nepal (GON) has received invitation from UAE government for our participation in World Expo 2020 Dubai (hereafter referred to as “World Expo 2020 Dubai”) going to be organized by UAE Government in 2020.
2. Trade and Export Promotion Centre (TEPC) under the Ministry of Industry, Commerce & Supplies (hereinafter referred to as “the Client”) intends to acquire a qualified organizer for Nepal’s participation in the World Expo 2020 Dubai for which this Request for Proposal has been issued.
3. The Terms of Reference (TOR) along with technical and financial proposal forms can be purchased from this office by eligible national firms/companies on submission of a written application along with a copy of company/firm registration certificate upon payment of a non-refundable fee of Nepalese Rupees 1000/- till 28 August 2018 during office hours.
4. Only national (local) firms/companies are eligible to participate in the bidding.
5. The authorized representative of the firm/company submitting proposal must sign the documents submitted with proposal and must bear the seal of the firm/company.
6. Minimum royalty amount of NRs. 3,750,000/- (Nepalese Rupees Three Million Seven Hundred Fifty thousands) has been fixed as fee to be paid to the Government and hence, the proponent firm/company is required to mention the amount of royalty that the firm/company is ready to offer, in a separate sealed envelope as financial proposal.
7. The firm/ company shall deposit a bid security not less NPR 187,500/- (Nepalese Rupees One lakh eighty-seven thousands and five hundred) in the following account

Name of the Bank: Nepal Bank Limited. Address: Gabahal, Lalitpur.

Name of Office: Trade and Export Promotion Centre.

Office Code no.: 307003401

Office Account no.: 0180200000003000051

and submit the voucher of the same or submit a bank guarantee of the equivalent amount in the technical proposal, in a format acceptable to the Client, issued by Class A commercial

bank in Nepal with validity period of 120 days. If any successful firm/ company fails to submit the performance security as mentioned below or fails to sign the Contract, the bid security shall be forfeited, and the Client will proceed to blacklist such firm/ company as per the Public Procurement Act and Regulation of Nepal. The bid security amount/guarantee will be returned after signing contract agreement with the successful firm/company.

8. The successful firm/company shall deposit 5% cash of the agreed royalty amount that it has offered or an irrevocable bank guarantee of the equivalent amount, in a format acceptable to the Client issued by Class A commercial bank in Nepal as performance security and should be valid beyond 90 days after the end of the expo.
9. The successful firm/company shall pay 50% of the agreed royalty amount before obtaining approval for going to the World Expo 2020 and an irrevocable bank guarantee issued by class A commercial bank valid up to 120 days after end of the Expo. This performance guarantee shall be released only after the firm/company pays the remaining 50% of the royalty amount to the Client.
10. The performance guarantee will be returned only after submission of the Work Completion Report.
11. The basis of evaluation of the proposals has been described in the TOR. Evaluation, selection, and other provisions related to participation shall be as per the GON approved Procedure for Participation and Organization in the World Exposition, 2062 and other prevailing laws.
12. While submitting proposal, technical and financial proposals shall be submitted in two separate envelopes duly sealed and clearly mentioning "**Technical Proposal**" and "**Financial Proposal**" on the respective envelope and both envelopes shall be put into one envelope and on the outer envelope, **World Expo 2020 Dubai** shall be written along with the name and address of the firm/company submitting proposal.
13. If the firm/company wishes to submit proposal forming a joint venture (JV), the Lead Partner of the JV shall not have less than 40% share and the other members shall not have less than 25% share in JV. Joint Venture Agreement indicating the Lead Partner and the proportions of the share of the Lead Partner and other partners in the JV must be accompanied with the proposal. All member partners of the JV shall be jointly and severally liable for completion of the work as mentioned in the TOR and for any act carried on behalf of the JV.
14. The proposal must be submitted to the TEPC at its address and no later than the **12:00 noon** on **29 August 2018**. Proposals submitted after this deadline shall not be accepted.

15. Technical proposals will be opened in the presence of the Proponent's representatives who choose to attend at 2 pm on 29 August 2018 at Trade and Export Promotion Centre.
16. The proposal must be valid for 90 days from the last date of submission of the proposal.
17. If the last date of purchasing and/or submission of the proposal fall on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
18. Trade and Export Promotion Centre reserves the rights of accepting or rejecting any proposal(s) without assigning any reason whatsoever.
19. Eligible proponents may obtain further information at the Trade and Export Promotion Centre during office hours and the website of the World Expo 2020 Dubai [www.expo2020dubai.com](http://www.expo2020dubai.com)

# TERMS OF REFERENCE

## 1.0 Background

Expo is an exhibition organized by the specific country under the guidelines of Bureau of International Exhibition (BIE). In the recent decades World Expos are characterized by the broad scope of the chosen themes, which must be of universal concern to all of humanity, where the participating countries can showcase and demonstrate the development activities according to the national themes based on the main theme of the organizer. Countries are also allowed to do commercial activities in the 20% area of total available space. They can sell their products and services. Native cuisines can also be served commercially during the expo time.

Presently, there are two types of world expositions: registered and recognized. Registered expositions are organized for the duration of six months and recognized expositions are smaller in scope, investments, shorter in duration: between three weeks and three months.

Nepal has been participating in such expos for long time back (more than three decades before) with the government coordination or giving responsibilities to the private sectors as an organizer on behalf of Nepal. Participation in such expos in the past has promoted Nepal in different sectors such as trade and tourism sectors have benefitted the most. Cultural identity of Nepal has also been promoted during such events. Some of the expos that Nepal participated successfully in the past three decades are as follows:

1988 Brisbane, Australia, 1993 Daejeon, South Korea, 1998 Lisbon, Portugal, 2000 Hannover, Germany, 2005 Aichi, Japan 2010 Shanghai, China and recently in 2012 Yeosu, Korea and in 2015 Milan, Italy.

World Expo 2020 Dubai is scheduled to be held from October 20, 2020- April 10, 2021 in Dubai, the United Arab Emirates (UAE). UAE government and the organizer of Expo has invited Nepal to participate in the expo with its national theme and space requirement. Ministry of Commerce, Government of Nepal, has already decided to participate in the Expo and the Expo Organizing Committee of the UAE Government has been already notified through diplomatic channel about Nepal's participation in the Expo.

In this connection, as a secretariat of Expo for Nepal's participation Trade and Export Promotion Centre (TEPC) has invited sealed tenders from among the interested firms/companies/associations/ and chambers willing to work as an official organizer of Nepal in this Expo.

## 2.0 Themes of the expo

The main theme of the World Expo 2020 Dubai is *Connecting minds, Creating the future*  
Sub-themes of the World Expo 2020 Dubai are *opportunity, mobility and sustainability*.

## 3.0 Objectives of this participation

Goal of the World Expo 2020 Dubai is Sustainable development to meet the future challenges.  
The main objectives of our participation at Expo 2020 Dubai are as follows:

- To showcase Nepal's best practices and endeavours to promote sustainable development, nature conservation, environment protection and sustainable use of mountains/Himalayas and natural resources;
- To demonstrate innovative idea for sustainable development of energy, drinking water and natural flora and fauna;
- Exhibit the educational development, creating environment and eco-system conducive to promote innovation and opportunity for future;
- Developing more efficient system on infrastructural development for easier access to the market and connecting people, goods and ideas;
- To promote trade, tourism and investment opportunity of Nepal;
- To disseminate and promote Nepalese Art, Culture and food traditions and lifestyle.

#### **4.0 Scope of the work**

The main objective of TOR is to select right firm/company or association who are eligible and have experience in the field of organizing world class expos and other fairs and exhibitions of international standards. The exercise shall include:

- Prepare master plan based on the theme and sub-themes of expo to present emerging image and capability of Nepal to the world;
- Display and demonstrate modern development and opportunities in Nepal at Expo;
- Present Nepal's perspective of future development and opportunities;
- Prepare design of Nepal Pavilion and its construction in accordance with the Expo rules and regulations focusing the National theme statement with its sub contents;
- Official organizer will have to focus on Nepalese craftsmanship while construction of Nepal pavilion;
- Conduct commercial activities of Nepalese products and Nepali cuisine within the 20% of covered area of Nepal Pavilion according to the norms of the organizer;
- All planning and management of participation in the expo (staff arrangement, transportation of goods and travel expenses from Nepal to the Expo 2020 Dubai and back, insurance, publicity, food and accommodation for its staff etc.) would be arranged by the official organizer itself. Government of Nepal will not provide any kind of financial support to the official organizer. However, all efforts will be made to request the Expo organizer to support official organizer and make participation a grand success;
- Program for the National Day celebration shall be submitted in document as well as in electronic copy;
- Three-dimensional design and drawing of Nepal Pavilion with all activities reflecting the national theme based on the main theme shall be presented;
- Official Organizer will also have to present Nepal through the medium of:
  - High Tech Interactive and virtual Multimedia
  - Seminar and Conferences
  - Media / Social Media Coverage
  - Promotional and PR campaigns
  - Social and cultural interaction in the form of native music, dance, arts and crafts.
- For the dissemination information about Nepal's trade, tourism and investment from Nepal pavilion the firm/company (official organizer) will have to provide one 3×3-meter stall free of cost to the government agencies. (TEPC, NTB, NIB etc.)

## **5.0 Required qualification experience**

The firm/company applying for this assignment shall meet the following eligibility and qualification requirements:

### **A. Eligibility requirement**

- (i) Firm/company registration certificate- having one of the business objective of organizing and/or managing events, conference etc.
- (ii) VAT registration certificate
- (iii) Tax clearance certificate for FY 2073/74
- (iv) In case of joint venture (JV), all the above (i) to (iii) documents of each partner of the JV and a joint venture agreement.
- (v) Bid security as mentioned in “Request for Proposal”, Paragraph 7.

Only the proposals of the firms which pass eligibility requirements will be further evaluated.

### **B. Qualification requirement**

The firm/company shall have been in establishment for minimum of three (3) years and shall have experience of organizing, managing or participating in at least one (1) Trade and Exhibition fair and/or Expo. Participation in similar international Expo will be considered as additional advantage. The firm/company shall also have the following workforce available for the duration of the Expo.

- (a) **Architect** – Minimum Bachelor's degree in architecture and minimum 5 years' design related experience.
- (b) **Civil engineer** – Minimum Bachelor's degree in civil engineering and minimum 5 years' design and construction experience of building/civil engineering structures.
- (c) **Environment specialist** – Minimum bachelor's degree and minimum 5 years' relevant experience.

### **C. Financial Capability**

The firm/company shall submit the last three years audited balance sheet and income statement to demonstrate its financial capability.

## **6.0 Space available for pavilion**

The World Expo 2020 Dubai organizer will provide 929.89 m<sup>2</sup> space free of cost.

## **7.0 Work schedule**

The Expo starts from October 20, 2020 to April 10, 2021 in Dubai, UAE.



The official organizer will have to submit work schedule and calendar of operation in the following ways:

- (a) As per the regulations of the Expo organizer the plots will be handed over to the participants for construction no later than -----date;
- (b) Actual construction work, internal conversion and finishing work shall be completed by -----date and installation of exhibits by -----date;
- (c) The plots allocated to the participants for construction must be vacated and restored in good condition by -----date at least, with the following exception: exhibition spaces constructed by Participants may be preserved after the exhibition provided that specific arrangements in this regard have been made, prior to construction, between the Organizer and the participants concerned;
- (d) Detailed action plan of activities before Expo;
- (e) Action plan of activities during the Expo.

#### **8.0 Support provided to Nepalese official organizer**

Trade and Export Promotion Centre (TEPC), on behalf of the Government of Nepal, Ministry of Industry, and Commerce & Supplies:

- Provide necessary recommendation letter as required to the relevant national and foreign institution/agencies in relation to participation in the World Expo 2020 Dubai.
- Assist the successful firm/company for easy clearance of pavilion construction materials, goods related to construction, display and sales during Expo;
- In general, the Expo organizer supports LDCs, LICs, LMICs and land locked countries and specially, the official organizer from Nepal is expected to receive *inter alia* the following support from the Expo organizer thereby the Nepali organizer is advised to explore the support available:
  - (a) Free of charge exhibition space (929.89 m<sup>2</sup>),
  - (b) Simplified immigration procedure,
  - (c) Privileges in custom items,
  - (d) Standard rate accommodation facilities for the staffs,
  - (e) Providing expert support in exhibition planning,
  - (f) Training for staff on pavilion operation,
  - (g) Custom clearance, transportation and storage of exhibition materials,
  - (h) Cleaning, electricity, internet and other communication facilities,
  - (i) Venue for cultural performance and national day celebration,
  - (j) Promotional expense support.

## 9.0 Pre-proposal submission meeting

Pre-proposal submission meeting shall be held at Trade and Export Promotion Centre **1:00 pm on 17 August 2018**. Interested Firms/Companies are encouraged to attend the pre-proposal submission/bid meeting.

## 10.0 Place of Expo

Place of World Expo 2020 Dubai is Dubai, United Arab Emirates.

## 11.0 Evaluation and selection of the firm/company

- (i) First the eligibility requirement of the firms/companies will be examined and the firms/companies fulfilling eligibility requirement shall be considered for further evaluation.
- (ii) Then, technical proposal submitted by the firms/companies will be evaluated based on the criteria mentioned below:

S.N.	Criteria	Marks Allocated
1	Organization and Management- structure, workforce, equipment <ul style="list-style-type: none"><li>- Previous experience of the organization in similar works</li><li>- Management workforce employed in or available with the organization</li><li>- Equipment available with the organization for this kind of job</li></ul>	20
2	Methodology/Business plan – investment plan, design, action plan, information dissemination plan	50
3	Qualification and experience – workforce, etc. based on <ul style="list-style-type: none"><li>- as mentioned in 5 B above</li></ul>	20
4	Financial capabilities based on <ul style="list-style-type: none"><li>- Annual turnover</li><li>- Net worth of the last year</li><li>- Working capital of the last year</li></ul>	10
	<b>Total</b>	<b>100</b>

- (iii) The firm/company securing 70 marks or above is considered as pass and only considered for opening of financial proposal.
- (iv) Financial Proposals of the firms/companies securing 70 or above marks in technical proposal will be opened in the presence of the representatives of the

firms/companies. Financial Proposal opening shall not be obstructed by the absence of any or all firm's/company's representatives.

- (v) After completion of the organizer selection procedure and signing contract agreement with the successful firm/company, the Financial Proposal submitted by the unsuccessful firms/companies will be returned back unopened to the respective firm/companies along with the notification of the selection of the firm/company for this assignment.
- (vi) The firm/company offering the highest royalty in financial proposal shall be selected for contract signing.

### **15.0 Report submission**

The firm/company, as official organizer of Nepal, shall have to submit detailed report of Nepal's participation within 60 days after completion of the Expo in the format as agreed with the TEPC. The report shall *inert alia*, cover the following:

- (i) Background;
- (ii) Major features of Nepal pavilion;
- (iii) Promotional approach and activities done so far;
- (iv) Financial and technical and other support assistance made available to the Organizer from the Expo organizer and/or Government of UAE;
- (v) Pavilion management;
- (vi) Number and categories of visitors and their responses;
- (vii) Gains and revenues generated;
- (viii) Overall evaluation of the Expo;
- (ix) Lessons learned from the Expo;
- (x) Recommendations.

## A. TECHNICAL PROPOSAL SUBMISSION FORM

(Use Letter Head of the Firm/Company)

To:

.....  
.....

Dear Sir/Madam

We, the undersigned, would like to apply to represent Nepal as official organizer in World Expo 2020 Dubai in accordance with the Request for Proposal published in ..... on DD/MM/YY and the Terms of Reference provided by you. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We have enclosed herewith a bank voucher/bank guarantee for bid security amount of NRs. .... deposited in/ issued by (*Name of the bank and account number*). Our Proposal (Technical and Financial) is binding upon us.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the notice of Request for Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of the Signatory:

## B. FINANCIAL PROPOSAL SUBMISSION FORM

(Use Letter Head of the Firm/Company)

To:

.....  
.....

**Subject:** Submission of Financial Proposal.

Dear Sir/Madam

We, the undersigned, have submitted technical proposal in a separate envelope for the purpose of representing Nepal as official organizer in World Expo 2020 Dubai in accordance with the Request for Proposal published in ..... on DD/MM/YY and the Terms of Reference provided by you.

According to the information provided by you, we hereby offer to pay the royalty amount of NRs. .... (In words ..... ) to the Government of Nepal. If our proposal is accepted and selected, we will pay the royalty as mentioned in Conditions of Contract, Clause 4. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the notice of Request for Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of the Signatory:

## C. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED WORKFORCE

Proposed Position: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Company: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

### Key Qualifications:

\_\_\_\_\_

### Education:

\_\_\_\_\_

### Employment Record:

\_\_\_\_\_

### Languages:

\_\_\_\_\_

### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
[Signature of the proposed person]

Date:

Full name and signature of the authorized representative of the firm/company: \_\_\_\_\_

## D. CONTRACT FORM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **Ministry of Industry, Commerce & Supplies, Trade and Export Promotion Centre**, (hereinafter called the “Client”) and, on the other hand, *[name of the firm/company]* (hereinafter called the “Organizer or Firm/Company”).

### WHEREAS

- a) the Client has requested the Organizer to provide services as defined in this Contract (hereinafter called the “Services”);
- b) the Organizer, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Organizer shall carry out the Services in accordance with the provisions of the Contract including Terms of Reference;
- b) the Organizer shall make payments as Royalty to the Client in accordance with the provisions of the Contract; and
- c) the Client shall facilitate the Organizer for taking approvals from government authority. However, the Organizer shall be responsible for all taxes and liabilities to be paid to the government in connection with this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Client]

.....  
[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Service Provider or Name of a Joint Venture]

.....  
[Authorized Representative of the Organizer – name and signature]

## E. PERFORMANCE SECURITY

(On letterhead paper of the 'A' class commercial Bank)

..... Bank's Name, and Address of Issuing Branch or Office .....

Beneficiary: ..... Name and Address of Client .....

Date: .....

Performance Guarantee No.: .....

We have been informed that ... .. [insert name of the Firm/Company] (hereinafter called "the Organizer") has been notified by you to sign the Contract No. ... .. [insert reference number of the Contract] for the execution of ... .. [insert name of contract and brief description of the Service] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ... .. [insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... [insert name of the currency and amount in figures] (... .. insert amount in words) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Organizer is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... .. Day of ....., and any demand for payment under it must be received by us at this office on or before that date.

.....  
Seal of Bank and Signature(s)



## CONDITIONS OF CONTRACT

### Conditions of Contract

1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in Nepali/English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified below:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail (where permitted): \_\_\_\_\_

Organizer: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail (where permitted): \_\_\_\_\_

A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address as specified above.

2. In case the Organizer is a Joint Venture, the members hereby authorize the member specified here below to act on their behalf in exercising all the Organizer's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

*[Note: If the Organizer consists only of one entity, state "N/A";*

*OR*

*If the Organizer is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 shall be inserted here. ]*

**The Lead Member on behalf of the JV is** \_\_\_\_\_ [insert name of the member]

3. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Organizer may be taken or executed by the officials as specified in below.

**For the Client:** [name, title] \_\_\_\_\_

**For the Organizer:** [name, title] \_\_\_\_\_

Conditions of Contract
<p>4. The successful firm/company shall pay 50% of the agreed royalty amount before obtaining approval for going to the World Expo 2020 and an irrevocable bank guarantee issued by class A commercial bank valid up to 120 days after end of the Expo. This performance guarantee shall be released only after the firm/company pays the remaining 50% of the royalty amount to the Client.</p>
<p>5. The performance guarantee/security will be returned only after submission of the Work Completion Report.</p>
<p>6. The Organizer shall confirm the availability of Experts and begin carrying out the Services not later than 10 days after the Effective Date.</p> <p>Confirmation of the Key Staff's availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Staff before signing the Contract Agreement.</p>
<p>7. The successful firm/company shall deposit 5% cash of the agreed royalty amount that it has offered or an irrevocable bank guarantee of the equivalent amount, in a format acceptable to the Client issued by Class A commercial bank in Nepal as performance security and should be valid beyond 90 days after the end of the expo.</p>
<p>8. Unless terminated earlier on mutual understanding between the Client and the Organizer, this Contract shall expire 90 days after the official end of World Expo 2020 or such other time period as the Parties may agree in writing.</p>
<p>9. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>10. All kinds of insurance required for execution of the works shall be covered by the Organizer at their own cost. A copy of insurance policy shall be submitted to the Client.</p>
<p>11. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Organizer for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Organizer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Organizer may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p>
<p>12. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Staffs.</p>

Conditions of Contract
<p>Notwithstanding the above, the substitution of Key Staffs during Contract execution may be considered only based on the Organizer's written request and due to circumstances outside the reasonable control of the Organizer, including but not limited to death or medical incapacity. In such case, the Organizer shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.</p>
<p>13. The firm/company shall submit the following reports to the Client:</p> <ol style="list-style-type: none"> <li>Monthly reports including the construction and exhibition activities;</li> <li>Final report including the information on revenue and expenditure immediately after the completion of the World Expo 2020.</li> </ol>
<p>14. The Client may terminate the Contract by giving 30 days' notice to the Organizer in case the Organizer fails to perform as per the requirements of the Terms of Reference or the Organizer becomes insolvent/bankrupt or the Force Majeure due to which the Organizer is unable to perform or the Organizer engages himself/employees in activities which are legally punishable as per the Law of Nepal or Law of China or the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>
<p>15. The Organizer may terminate the Contract by giving 30 days' notice to the Client in case the Organizer is unable to perform a material portion of the Services due to the Force Majeure.</p>
<p>16. The Client and the Successful firm/ company shall use their best efforts to settle, seek to resolve amicably all disputes arising out of or in connection with this Contract or the interpretation thereof by mutual consultation. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions of prevailing Arbitration Act of the Government of Nepal.</p>
<p>17. This contract shall remain valid from the date of signing of this contract agreement by the parties up to three (3) months after the official end of World Expo 2020.</p>
<p>18. The governing law for this contract agreement is the law of Nepal. Nepali and English languages shall be used as required.</p>
<p>19. The firm/company, as organizer, shall not carry on any activities that affect the image of the nation and shall keep and cause to keep the national prestige high in the national and international forum.</p>
<p>20. As per applicable custom rule, the firm/company shall dismantle, dispose and/or import the goods and materials used in the Expo.</p>
<p>21. The firm/company shall be liable for any applicable taxes and duties in and outside the country including all applicable taxes and duties in the country of Expo.</p>